

Byrne Formula Grant Program

Certified Assurances

Applicant Agency:

Project Title:

In addition to the general terms contained in the *Application Packet*, the applicant is also conditioned upon and subject to compliance with the following assurances:

1. The applicant assures that it shall comply, and all its subcontractors shall comply, with the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended by Title IV, Section 40121 of the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322; *Missouri Department of Public Safety Financial and Administrative Guidelines for Contracts*; the *OC Financial Guide*; the *Application Packet for 2002 Byrne Formula Grant Program*; and other applicable federal laws, orders, circulars or regulations.
2. The applicant agrees to maintain the records necessary to evaluate the effectiveness of the project.
3. The Applicant agrees to submit the appropriate reports as required in the Program Guidelines under “**Reporting Requirements**” for their project.
4. **Travel:** Expenditures for travel shall be supported and documented by signed travel vouchers. Hotel or motel receipts shall be attached. Maximum amounts cannot exceed the amounts approved in the budget for mileage, meals and other expenses.
5. **Equipment:** Expenditures for equipment shall be in accordance with the approved budget. All items of equipment shall be assigned an inventory number and be readily identifiable as being purchased with Missouri Department of Public Safety/Byrne funds. Any expenditure for the purpose of Automatic Data Processing (ADP) related equipment shall have the prior approval of the Missouri Department of Public Safety. Any expenditure in an amount over \$50,000 for the purpose of ADP related equipment shall have the prior approval of the U.S. Department of Justice.
6. **Supplies/Operating Expenses:** Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which

the contract was approved. The titles of films, brochures, and other “miscellaneous items”, not specifically outlined in the approved budget, shall be submitted to the Missouri Department of Public Safety, Office of the Director, for approval **prior** to purchasing same. No indirect costs will be allowed.

7. **Personnel**: the applicant assures that time, attendance records shall support any personnel costs, and that proper records shall be maintained to adequately substantiate time spent to carry out the specific objectives for which the contract was approved.

8. **Confidential Funds**: The allocation, use, and expenditure of funds made available by this award for confidential expenditure will be made in compliance with the procedure defined and set forth in the *OJP Financial Guide*, Chapter 8 and the *Byrne Formula Grant Program Application Packet* to include the *Program Description and Guidelines*.

9. **Local Match Share**: The approved local match share shall be expended within the time period (the contract period) for which federal funds are available for expenditure under the approved contract. Records shall be maintained to show the amount and timing of the match. These records are subject to audit in the same manner and to the same extent as books and records dealing with federal funds.

Failure to provide the approved match may result in your agency being required to refund the federal share to the Missouri Department of Public Safety.

10. **Interest**: The applicant assures that federal funds will not be used to pay interest or any other financial costs. The applicant shall refund any interest earned on Federal funds to the Missouri Department of Public Safety.

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11. **Budget Revisions**: **Prior** approval shall be received from the Missouri Department of Public Safety, Office of the Director, for certain changes in the budget as outlined below:

- a. Change in project site.
- b. Changes which increase or decrease the total cost of the project.
- c. Change of more than 10% of an existing line item within a budget category.
- d. Addition of a new line item in any budget category.
- e. Monetary changes to the Personnel Budget.
- f. Change in expenditure amounts from budget category to budget category.

- g. Change in or temporary absence of the Project Director or Authorized Official.
- h. Successor in interest and name change agreements.
- i. Change in scope of the programmatic activities or purpose of the project.

If a budget or programmatic revision is required, the request for a change shall be submitted **at least 30 days prior** to the proposed change and at least **45 days prior** to the end of the contract period on a *Request to Revise the Budget* form. All affected budget pages and the *Application for Funding* page must be included.

12. **Contractual Services:** The applicant assures that the following general requirements will be followed when subcontracting for work or services contained in this proposal:

- - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided which shall not exceed the length of the grant period.
 - b. A copy of all written contracts for contractual or consultant services shall be forwarded to the Missouri Department of Public Safety, Office of the Director, upon their ratification.
 - c. Payments shall be supported by statements providing the services rendered and supporting the period covered.
 - d. Any contract or agreement for services of \$3,000 or more which is not entered into as a result of competitive bidding procedures (or if only one bid is received) shall receive prior approval from the Missouri Department of Public Safety, Office of the Director.
- e. Individual rates cannot exceed \$250.00 per day without prior approval from the U.S. Department of Justice.

13. **Procurement:** The applicant assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the applicant assures that all procurement transactions will meet the minimum standards set forth in the *Missouri Department of Public Safety Financial and Administrative Guide for Contracts*.

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14. **Sole Source Procurement:** When only one bid is received or only one vendor is contacted, the purchase is deemed to be a sole source procurement. Sole source procurement on purchases with an individual cost from \$3,000.00 to \$100,000 requires **prior** approval by the Department of Public Safety. In addition, sole source procurement for amounts in excess of \$100,000 requires **prior** U.S. Department of Justice approval.

15. **Project Income:** The applicant agrees to account for project income generated by the activities of this contract, and shall report receipts and expenditures of this income on a Report of Project Income form. (Note: All project income shall be expended during the life of the contract).
16. The applicant shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
17. The applicant certifies that all expendable and non-expendable property purchased with funds awarded under this contract shall be used for criminal justice purposes only.
18. The applicant assures that federal block grant funds made available will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of federal funds, be made available for the activities of this project.
19. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
20. **Audit:** The applicant agrees to provide an annual audit of their organization in accordance with the provisions of Office of Management and Budget Circulars applicable to their organization.
21. The applicant assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require.
22. The applicant assures that it will comply, and all of its subcontractors will comply, with the non-discrimination requirement of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
23. The applicant assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC) of the Office of Justice Programs, U.S. Department of Justice.
24. The applicant assures that, if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEOP on file which meets the requirements therein.

25. The applicant assures that it will provide to the Missouri Department of Public Safety an EEOP, if required to maintain one, where the application is for \$500,000 or more.

26. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certified that:

a). No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

b). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instruction.

27. If the applicant is a law enforcement agency, the applicant assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."

28. If the applicant provides funding under this contract to any law enforcement agency, the applicant assures that the law enforcement agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting, and Section 590.650, RSMo relating to racial profiling.

29. Debarment, suspension, and other responsibility matters (direct recipient): As required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510

1) The applicant certifies that it and its principles:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

2) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

30. The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

31. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

32. An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year to year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

Failure to comply with any of the foregoing certified assurances could result in funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance.

The applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

Applicant Authorized Official

Date